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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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OEC GROUP NEW YORK and
ORIENT EXPRESS CONTAINER CO, LTD.

Index No:

Plaintiffs,

-against-

COMPLAINT

MV "NORDMED", her engines, boilers, etc. in rem,
CMA-CGM, S.A. and CMA-CGM (AMERICA), LLC.,

Defendants.

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The plaintiffs herein, by their attorneys, DOUGHERTY, RYAN & HESSION, LLP., complaining of the above named vessel and defendants, allege upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. At and during all times hereinafter mentioned, plaintiffs, OEC GROUP NEW YORK and ORIENT EXPRESS CONTAINER CO, LTD. (hereinafter "OEC"), had and now have the legal status and principal office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof.
3. At and during all the times hereinafter mentioned, defendants had and now have the legal status and office and place of business stated in Schedule A hereto annexed and by this reference made a part hereof, and were and now are engaged in business as a common carrier of merchandise by water for hire, and owned, operated, managed, chartered and controlled the above

named vessel, which now is or will be within the jurisdiction of this Court during the pendency of this action.

4. On or about the date and at the Port of Shipment stated in Schedule A, there was delivered to the vessel and defendant in good order and condition the shipment described in Schedule A, which the said vessel and defendant received, accepted and agreed to transport for certain consideration pursuant to the terms and conditions of certain Bills of Lading as listed in Schedule A to the Port of Discharge stated in Schedule A.

5. Thereafter, the said vessel arrived at the Port of Discharge described in Schedule A where the aforementioned cargo was delivered but not in the same good order and condition in which received and shipped, but rather in a damaged condition, or non-delivered.

6. By reason of the premises, the defendants breached their duties to plaintiffs as a common carrier by water for hire and were otherwise at fault.

7. Plaintiffs OEC were the consignee and owner or otherwise had a proprietary interest in the cargo described in Schedule A and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment as their respective interests may ultimately appear, and said plaintiff is entitled to maintain this action.

8. Plaintiffs OEC have duly performed all duties and obligations on its part to be performed.¹

9. By reason of the premises, plaintiffs have sustained damages nearly as same can now be estimated, not part of which has been paid, although duly demanded, in the amount of Twenty Six Thousand Six Hundred Fifty Nine Dollars and Seventy-Four Cents. (\$26,659.74).

WHEREFORE, plaintiffs pray:

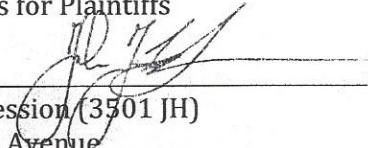
1. That process in due form of law according to the practice of this Court may issue against defendants.

2. That if defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this Complaint, with interest and costs.
3. That a decree may be entered in favor of plaintiffs against defendants for the amount of plaintiffs' damages, together with interest and costs.
4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.
5. Plaintiffs further pray for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York
April 3, 2020

Respectfully submitted

DOUGHERTY, RYAN & HESION, LLP.
Attorneys for Plaintiffs

By: 
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SCHEDULE "A"

Plaintiffs, OEC Group New York and Orient Express Container Co Ltd. were and now are a corporation with an office and place of business at One Cross Island Plaza, 133-33 Brookville Boulevard, Suite 306, Rosedale, New York 11422.

Defendants, NORDMED, her engines, boilers, etc. in rem and CMA-CGM, S.A., were and now are a foreign corporation with an office and place of business at 4 Qaid Arenc, 13002 Marseilles, France .

Defendant, CMA-CGM (America) LLC., was and now is a corporation with an office and place of business at 5701 Lake Wright Drive, Norfolk, Virginia 23502.

Cause of action against the MV NORDMED, her engines, boilers, etc. in rem, and CMA-CGM, S.A., and CMA-CGM (AMERICA), LLC., in personam

Port of Loading: Tanjung Pelpas, Malaysia

Vessel: MV NORDMED - Voy No: 04G2JW1MA

Container No: APZU4790155

Port of Discharge: New York, New York, United States

Cargo: Furniture (bedroom sets, dining tables, dining chairs)

Bill of Lading: AYN0515160 - dtd February 7, 2019

House Bill of Lading: OERT111702100149

Shipper: Orient Containers SDN BHD

Consignee: OEC Freight (NY) Inc.

Amount of Loss: \$26,659.74